

Exhibit A

Demand Letter

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July 3, 2025

VIA OVERNIGHT MAIL AND ELECTRONIC MAIL

LTS Systems, LLC
c/o FCS Advisors, Inc.
441 Ninth Avenue, 20th Floor
New York, NY 10001
Email: legal@brevetcapital.com

Re: Notice, Demand, and Reservation of Rights

Ladies and Gentlemen:

As you are aware, we represent Michael Fuqua (the “Receiver”), the receiver of the Sellers (as defined below) in a civil action styled *FCS Advisors, LLC v. Theia Group, Inc., d/b/a “Thorian Group” and/or “Cypherian,” Theia Aviation, LLC, and Theia Holdings A, Inc., d/b/a “Thorian Holdings,”* 21 Civ. 6995 (PKC) (the “Receivership Action”). We refer to that certain Asset Purchase Agreement, dated as of August 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, prior to the date hereof, the “APA”), by and among Theia Group, Inc. d/b/a “Thorian Group” and/or “Cypherian,” a Delaware corporation (“TGI”), Theia Aviation LLC, a Delaware limited liability company (“TA”), and Theia Holdings A, Inc. d/b/a “Thorian Holdings,” a Delaware corporation (“THA,” and together with TGI and TA, “Sellers”), and LTS Systems, LLC, a Delaware limited liability company (along with its designees and/or assignees, the “Buyer”). Capitalized terms used in this letter (this “Letter”) and not defined herein shall have the meanings assigned to such terms in the APA.

As you are aware, Section 2.02 of the APA provides that the “Buyer will assume and agree to pay, perform, be responsible for and discharge when due the Assumed Liabilities,” which are listed on Schedule 1.01(i) of the APA. As of the date hereof, the Buyer has failed to make all of the required payments for the Assumed Liabilities (the “Assumed Liabilities Payment”).

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On May 5, 2025, the Court entered an order in the Receivership Action to terminate the Receivership on July 31, 2025 (the “Termination Date”). Accordingly, the Receiver hereby demands payment of the Assumed Liabilities Payment on or before July 8, 2025 in accordance with Section 2.02 of the APA to ensure that the Receiver can comply with the Court’s order regarding termination of the Receivership by the Termination Date. If payment is not received on or before July 8, 2025, the Receiver intends to file a motion with the Court to enforce the APA and seek payment of the Assumed Liabilities Payment.

This Letter confirms the Receiver has not waived the Assumed Liabilities Payment, and the Receiver reserves all of its rights and remedies under the APA and any applicable law with respect to the Assumed Liabilities Payment, including, without limitation, the right to take all actions and exercise all remedies available to the Receiver under the APA.

Nothing contained in this letter, no oral representations or course of dealing on the part of the Receiver or any of his employees, agents or other representatives, or any delay or failure by the Receiver in exercising any rights or remedies under the APA, or applicable law with respect to the Assumed Liabilities Payment shall be deemed to: (i) constitute a waiver of the Assumed Liabilities Payment or any other breach now existing or hereafter arising or a waiver of compliance with any term or provision in the APA or any Ancillary Document; (ii) constitute a waiver of any rights, claims, and remedies under the APA or applicable law; or (iii) constitute a course of dealing among the parties.

The Receiver hereby advises the Buyer that the Receiver requires strict compliance with all of the terms and conditions of the APA. To that end, it should be expressly understood that the parties are not entering into a mutual disregard of the terms and provisions of the APA or any Ancillary Document or any course of dealing at variance with the terms and provisions of the APA or any Ancillary Document.

The Receiver hereby reaffirms that all of its rights and remedies at law, at contract, in equity, or otherwise arising under the APA or the Ancillary Documents related to the failure to make the Assumed Liabilities Payment are reserved.

[Signature page to follow.]

Please contact the undersigned with any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Thad Wilson', with a stylized, cursive script.

Thad Wilson

cc: Jeffrey M. Reisner, Esquire (VIA OVERNIGHT MAIL AND ELECTRONIC MAIL)
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